

**SUPREME COURT OF THE STATE OF NEW YORK**  
***Appellate Division, Fourth Judicial Department***

946

CA 23-00997

PRESENT: SMITH, J.P., BANNISTER, MONTOUR, NOWAK, AND DELCONTE, JJ.

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ADIRONDACK BANK, N.A., PLAINTIFF-RESPONDENT,

V

MEMORANDUM AND ORDER

CBB REALTY, LLC, ET AL., DEFENDANTS,  
CRAIG S. BRODOCK, DEFENDANT-RESPONDENT,  
AND BARBARA M. BRODOCK, ALSO KNOWN AS BARBARA T.  
BRODOCK, DEFENDANT-APPELLANT.

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YANG-PATYI LAW FIRM, PLLC, SYRACUSE (JOSEPHINE YANG-PATYI OF COUNSEL),  
FOR DEFENDANT-APPELLANT.

HANCOCK ESTABROOK, LLP, SYRACUSE (JANET D. CALLAHAN OF COUNSEL), FOR  
PLAINTIFF-RESPONDENT.

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Appeal from an order of the Supreme Court, Oneida County (Charles C. Merrell, J.), entered December 7, 2022. The order denied the motion of defendant Barbara M. Brodock, also known as Barbara T. Brodock, to compel the payment of an insurance premium and to terminate a receivership.

It is hereby ORDERED that the order so appealed from is unanimously affirmed without costs.

Memorandum: In this mortgage foreclosure action, Barbara M. Brodock, also known as Barbara T. Brodock (defendant), appeals from an order that denied her motion to compel the court-appointed receiver to pay an insurance premium on unencumbered property in Florida and to terminate the receivership. Defendant's contention that language in Supreme Court's decision concerning the receiver's past performance should be struck is not properly before us inasmuch as "the fact that [a decision] 'may contain language or reasoning which [parties] deem adverse to their interests does not furnish them with a basis . . . to take an appeal' " (*Matter of Olney v Town of Barrington*, 162 AD3d 1610, 1611 [4th Dept 2018]; see *Matter of Khatib v Liverpool Cent. School Dist.*, 244 AD2d 957, 957 [4th Dept 1997]). Similarly, defendant's contention that any of the court's "decision[s] and orders [that] contradict the terms of the [m]arital [s]ettlement [a]greement [between defendant and her former husband] and one another, [should] be vacated or modified so that they are consistent" is raised for the first time on appeal and is therefore not properly before us (see *Dunn v Covanta Niagara I, LLC* [appeal No. 1], 181 AD3d 1340, 1340 [4th Dept 2020]; *Ciesinski v Town of Aurora*, 202 AD2d 984, 985 [4th Dept 1994]). We have reviewed defendant's remaining contentions and conclude that

none requires modification or reversal of the order appealed from.

Entered: December 22, 2023

Ann Dillon Flynn  
Clerk of the Court